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Attorney for COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF AMERICA, N.A.
ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT
FORT WORTH DIVISION

IN RE:	§ CASE NO. 08-40814-RFN-7
	§
MARK A. DOWNS and WANDA J.	§
DOWNS,	§
Debtor	§ CHAPTER 7
	§
COUNTRYWIDE HOME LOANS, INC.	§
AS SERVICING AGENT FOR BANK	§
OF AMERICA, N.A. ITS	§
ASSIGNS AND/OR SUCCESSORS IN	§
INTEREST,	§
Movant	§ HEARING DATE: _____
	§
v.	§ TIME: _____
	§
MARK A. DOWNS and WANDA J.	§
DOWNS; and SHAWN K. BROWN,	§
Trustee	§
Respondents	§ JUDGE RUSSELL NELMS

PLEASE BE ADVISED THAT IT IS THE INTENTION OF MOVANT TO OFFER INTO EVIDENCE AT ANY HEARING ON THE MOTION THIS AFFIDAVIT AND PAYMENT HISTORY PURSUANT TO THE FEDERAL RULES OF EVIDENCE, RULE 902(11). THIS AFFIDAVIT AND PAYMENT HISTORY ARE BEING PROVIDED TO YOU IN ADVANCE AS AN ADVERSE PARTY IN ORDER TO ALLOW YOU A FAIR OPPORTUNITY TO CHALLENGE SAID RECORDS. YOU ARE HEREBY PLACED ON NOTICE OF THIS INTENTION AS REQUIRED BY THE FEDERAL RULES OF EVIDENCE, RULE 902(11).

AFFIDAVIT OF KATINA HURST FOR
COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF
AMERICA, N.A. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST

STATE OF TEXAS	§
	§
COUNTY OF DALLAS	§

KATINA HURST being duly sworn deposes and says:

1. That affiant is the authorized representative of COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF AMERICA, N.A. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST and authorized to make this affidavit. I have the care, custody and control of all records concerning the account with Debtor(s). All facts recited herein are within my personal knowledge and are true and correct.

2. These records show that COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF AMERICA, N.A. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST is the Owner or Servicer of the Note executed on June 27, 2003 in the original principal amount of ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND ZERO CENTS (\$199,996.00).

3. These records show that said Note is secured by a Deed of Trust. A true and correct copy of said Note and Deed of Trust are attached to Movant's Motion for Relief from Stay. Said Note and Deed of Trust represent a valid indebtedness. The property address is 409 VICTORY LANE, MANSFIELD, TX 76063.

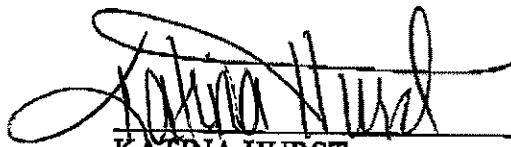
4. The Books and Records of COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF AMERICA, N.A. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST show that:

- a. The outstanding principal balance is \$188,594.32.
- b. That interest accrues from 12/01/2006 at the rate of 4.63% per annum.
- c. The contractual due date of the account is 01/01/2007. The last payment received and applied to the account was on 01/29/2008.
- d. That the account is due contractually for:
(Monthly) at (Payment Amt.)
 - 1. 01/01/2007 \$1,277.09
 - 2. 02/01/2007 \$1,277.09
 - 3. 03/01/2007 \$1,277.09
 - 4. 04/01/2007 \$1,277.09
 - 5. 05/01/2007 \$1,277.09
 - 6. 06/01/2007 \$1,277.09
 - 7. 07/01/2007 \$1,277.09
 - 8. 08/01/2007 \$1,277.09
 - 9. 09/01/2007 \$1,277.09
 - 10. 10/01/2007 \$1,277.09
 - 11. 11/01/2007 \$1,277.09
 - 12. 12/01/2007 \$1,277.09
 - 13. 01/01/2008 \$1,277.09

14.	02/01/2008	\$1,277.09
15.	03/01/2008	\$1,277.09
16.	04/01/2008	\$1,277.09
17.	05/01/2008	\$1,277.09
18.	06/01/2008	\$1,277.09
19.	07/01/2008	\$1,277.09
20.	08/01/2008	\$1,277.09
21.	09/01/2008	\$1,973.14

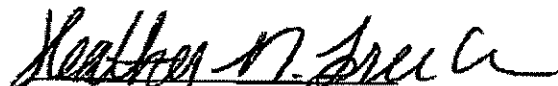
That an additional payment in the amount of \$1,973.14 shall become due on 10/01/2008.

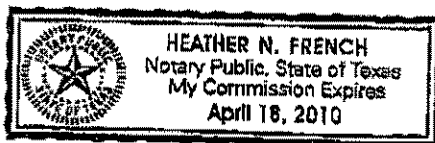
5. A true and correct copy of an accounting of the payments made on this loan is attached hereto. This accounting is kept in the normal course and scope of the business activity of COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF AMERICA, N.A. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, and constitutes a business record of COUNTRYWIDE HOME LOANS, INC. AS SERVICING AGENT FOR BANK OF AMERICA, N.A. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST.


KATINA HURST

Subscribed and sworn to me the undersigned authority of this 16th day of September, 2008.

My Commission Expires:


Notary Public in and for the
State of Texas



Payment / Escrow Detail

Please select a date range:

From: 9/17/2007 To: 9/17/2008 Sort by Date: Descending 9%

Payment Detail 9/17/2007 to 9/17/2008

Date	Transaction Description	Amount	Principal	Interest	Escrow	Late Charges Balance	Optional Insurance
5/28/2008	Homeowners ins pmt	(\$1,045.00)	\$0.00	\$0.00	(\$1,045.00)	\$0.00	\$0.00
4/29/2008	Misc posting	\$0.00	\$0.00	\$0.00	\$633.68	\$0.00	\$0.00
4/29/2008	Misc posting	\$0.00	\$633.68	\$0.00	(\$633.68)	\$0.00	\$0.00
4/25/2008	Misc posting	\$0.00	(\$633.68)	\$0.00	\$633.68	\$0.00	\$0.00
1/29/2008	Payment	\$1,174.05	\$300.04	\$728.82	\$145.19	\$0.00	\$0.00
1/29/2008	Misc posting	(\$1,174.05)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/18/2007	County tax pmt	(\$5,137.94)	\$0.00	\$0.00	(\$5,137.94)	\$0.00	\$0.00
11/13/2007	Misc posting	\$516.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/13/2007	Payment	\$1,277.09	\$298.89	\$729.97	\$248.23	\$0.00	\$0.00
9/17/2007	Misc posting	\$454.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/17/2007	Payment	\$1,277.09	\$297.74	\$731.12	\$248.23	\$0.00	\$0.00



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